

CAUSE NO. C-1037-20-F

**CESAR TIJERINA and LORENA
TIJERINA** § **IN THE DISTRICT COURT OF**
§
§ **HIDALGO COUNTY, TEXAS**
§
**ALLSTATE VEHICLE AND
PROPERTY INSURANCE CO.** § **JUDICIAL DISTRICT**

PLAINTIFFS' ORIGINAL PETITION AND REQUESTS FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

COME[S] NOW, CESAR TIJERINA and LORENA TIJERINA ("Plaintiffs"), and file this *Plaintiffs' Original Petition and Requests for Disclosure*, complaining of Allstate Vehicle and Property Insurance Co. ("Defendant"), and for cause of action, Plaintiffs would respectfully show this Honorable Court the following:

I. DISCOVERY CONTROL PLAN

1. Plaintiffs intend for discovery to be conducted under Level 2 of Rule 190.3 of the Texas Rules of Civil Procedure.

II. PARTIES

2. The Plaintiffs reside in Hidalgo County, Texas.

3. Defendant is a foreign insurance company domiciled at 3075 Sanders Rd. Ste.

H1A, Northbrook, IL 60062. Defendant may be served through its registered agent for service of process, CT Corporation, 1999 Bryan St. Ste. 900, Dallas, TX 75201.

III. JURISDICTION

4. The Court has jurisdiction over the causes of action because the amount in controversy is within the jurisdictional limits of the Court. Plaintiffs are seeking monetary relief

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greater than \$100,000.00 but not more than \$200,000.00. Plaintiffs reserve the right to amend their petition during and/or after the discovery process.

5. The Court has jurisdiction over Defendant because Defendant is a foreign insurance company that engages in the business of insurance in the State of Texas, and Plaintiffs' causes of action arise out of Defendant's business activities in the State of Texas.

IV. VENUE

6. Venue is proper in Hidalgo County, Texas because Plaintiffs' insured property is situated in Hidalgo County, Texas. *See Tex. Civ. Prac. & Rem. Code § 15.032.*

V. FACTS

7. The Defendant issued a Texas homeowner's insurance policy to the Plaintiffs with the policy number 829964227. The Plaintiffs owns the insured land and home, which are specifically located at 2214 N. Lincoln Ave., San Juan, TX 78589.

8. On or about April 29, 2017, the Plaintiffs' land and home were hit by a storm, and it was damaged by hail and high winds.

9. The Plaintiffs filed a claim with Defendant to fix their house after that damage, and the Defendant gave it the claim number 477318380.¹

10. On October 22, 2017, the Defendant gave its estimate,² and on October 26, 2017, the Defendant denied the claim and made no payment.³

11. On September 10 and October 25, 2018, the Plaintiffs invoked appraisal,⁴ and on November 2, 2018, the Defendant agreed to take it to an appraiser.⁵

¹ *See Letter from Allstate to Cesar and Lorena G. Tijerina, Jr. (Oct. 4, 2017), Pls.' Ex. 1.*

² *See Estimate from Todd Curtis (Oct. 22, 2017), Pls.' Ex. 2.*

³ *See Letter from Allstate to Cesar and Lorena G. Tijerina, Jr. (Oct. 26, 2017), Pls.' Ex. 3.*

⁴ *See Letter from Martin Arguello to Allstate (Sept. 10, 2018), Pls.' Ex. 4; Letter from Martin Arguello to Darrell Adams (Oct. 25, 2018), Pls.' Ex. 5.*

⁵ *See Letter from Darrell Adams to Arguello Law Firm (Nov. 2, 2018), Pls.' Ex. 6.*

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3/17/2020 9:45 AM
Hidalgo County District Clerks
Reviewed By: Alexis Bonilla

12. After the process was complete, the appraiser made an award in the Plaintiffs favor in the amount of \$19,786.48, and after subtracting the deductible of \$1,827.00 and recoverable depreciation of \$1,628.53, and on July 9, 2019, the Defendant sent the Plaintiffs a payout check of \$16,330.95.⁶

13. On January 15, 2020, the Plaintiffs made a written demand upon the Defendant to pay interest damages on the delayed payout.⁷

14. The Defendant has refused to pay those damages.

VI. CAUSE OF ACTION

15. In [his/her/their] sole legal theory, the Plaintiff[s] proceed against the Defendant pursuant to the prompt-payment provisions in Chapter 542 of the Texas Insurance Code.

16. With exceptions not applicable here, “if an insurer . . . delays payment . . . for more than 60 days, the insurer shall pay damages and other items as provided by Section 542.060” of the Texas Insurance Code. Tex. Ins. Code § 542.058(a).

In this case, the Defendant denied payment of the Plaintiffs’ claim on Allstate’s investigation of this claim concluded when it issued its first estimate on October 22, 2017. No payments were made for Dwelling damage in the following 60 days. On July 9, 2019, Allstate finally issued payment, which came 721 days after interest began accruing after those 60 days.

17. Thus, the Defendant delayed prompt payment of the claim for 721 days, and has to pay damages.

VII. DAMAGES

18. The damages recoverable under a prompt-pay claim are interest damages, and the amount that insured can recover depends on what type of claim they’re bringing. Generally

⁶ See Letter from Quezon Deguzman to Arguello Law Firm (July 9, 2019), Pls.’ Ex. 7.

⁷ See Letter from Martin Arguello to Allstate (Jan. 15, 2020), Pls.’ Ex. 8.

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speaking, the insured can recover eighteen-percent interest, but if Chapter 542A applies to their claim, then they only get five-percent interest. *See Tex. Ins. Code § 542.060.* As the Plaintiffs are making a first-party claim, Chapter 542A applies to their claim.

19. In an action where Chapter 542A applies and the insurer delays prompt payment of a claim, the “insurer is liable to pay the holder of the policy, in addition to the amount of the claim, simple interest on the amount of the claim as damages each year . . . by adding five percent to the interest rate determined under Section 304.003, Finance Code, together with reasonable and necessary attorney’s fees.” Tex. Ins. Code § 542.060(c). That provision determines the rate of postjudgment interest in Texas, and requires the Texas Office of Consumer Credit Commissioner to calculate and publish that rate of interest based on a statutorily prescribed formula. *See Tex. Fin. Code § 304.003.*

20. In this case, On July 9, 2019, 721 days after it began accruing penalties and interest, Allstate issued payment in the amount of \$16,330.95. On the day of Allstate’s payment, Allstate owed \$5,806.65 $[(\$16,330.95 \times .1025) \times 609 \text{ days}/365 \text{ days}]$ in 10.25% per annum penalties under Chapter 542A of the Texas Insurance Code and \$1,774.25 $[(\$16,330.95 \times .055) \times 609 \text{ days}/365 \text{ days}]$ in pre-judgment interest in accordance to the current rate of 5.5%. In addition, the Plaintiffs seek to recover the \$1,628.53 in recoverable depreciation that the Defendant deducted from the amount that was paid.

VIII. ATTORNEY’S FEES.

21. In addition to interest damages, the Plaintiffs are also entitled to attorney’s fees. *See Tex. Ins. Code § 542.060(a).*

IX. CONDITIONS PRECEDENT

22. All conditions precedent to suit have occurred or been performed.

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X. REQUEST FOR DISCLOSURE

23. Pursuant to Rule 194, the Plaintiffs hereby request that the Defendant disclose, within 50 days of service of this pleading, the information or material described in Rule 194.2 of the Texas Rules of Civil Procedure.

PRAYER

The Plaintiffs hereby pray that the Court render judgment for interest damages under Chapters 542 and 542A of the Texas Insurance Code, damages to recover the amount of recoverable depreciation, pre- and postjudgment interest, attorney's fees, and costs of court, and all other relief to which they are entitled in law or equity.

Respectfully submitted,

THE ARGUELLO LAW FIRM | Attorneys at Law
101 E. Little York Rd., Ste. D
Houston, TX 77076
(346) 299-9777 – Telephone
(281) 884-3961 – Facsimile

By: /s/ Martin A. Arguello
Martin A. Arguello
SBN: 24064829
arguello@defyoppression.com
Andres Arguello
SBN: 24089970
andres@defyoppression.com

COUNSEL FOR PLAINTIFFS



CESAR AND LORENA G TIJERINA JR
2214 N LINCOLN AVE
SAN JUAN TX 785894113

October 04, 2017

INSURED: LORENA TIJERINA
DATE OF LOSS: April 29, 2017
CLAIM NUMBER: 0477318380

PHONE NUMBER: 800-547-8676
FAX NUMBER:
OFFICE HOURS: Mon - Fri 7:00 am - 7:00 pm,
Sat 8:00 am - 5:00 pm

Dear CESAR AND LORENA G TIJERINA JR,

RE:

Policy number: 000829964227
Policy period: 10/31/2016 - 10/31/2017
Policy limits DWELLING \$182,776

We are currently in the process of reviewing your claim. At the end of that review, we will let you know if:

- Your claim is covered under your policy
- We can pay all or part of your claim
- We would have to deny your claim

As we typically do at this stage of a claim, we want to let you know that we reserve all of our rights under the terms of your policy and applicable law.

Your Responsibilities Regarding Your Claim

Please keep in mind that under your policy you have certain responsibilities during the claims process. Those responsibilities include:

- Promptly giving us notice of your claim.
- Providing us with any facts and information that establish your claim is covered by your policy.
- Protecting any insured property from further loss, including making any reasonable repairs necessary for that protection.
- Keeping an accurate record of any repair expenses.
- Separating damaged from undamaged personal property.
- Providing us with a detailed list of the damaged or destroyed property, showing the quantity, cost, actual cash value and the amount of loss claimed. Please be sure to document all costs or losses and provide us with any documents that support those cost or loss estimates.
- Providing us with any information that you may have that helps determine the extent and cause of the loss. This includes, but is not limited to, repair estimates, invoices and receipts, pictures or videos of property damage, as well as documents that help identify the condition or value of damaged property before the loss. As part of the claim process, we may contact you to schedule a time to inspect the damage.
- Additional responsibilities are explained in the "Conditions" section of your policy.



0477318380 CAT

5000020171004TR004000946001001001468



elect to shut off the water supply and drain the water from the systems and appliances instead of maintaining heat in the building structure.

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15. Theft, or attempted theft, including disappearance of property from a known place when it is likely that a theft has occurred. Any theft must be promptly reported to the police.

We do not cover:

- a) theft or attempted theft committed by an insured person;
- b) theft in or from the residence premises while under construction or of materials and supplies for use in construction, until the dwelling is completed and occupied;
- c) theft of any property while at any other residence owned, rented to or occupied by an insured person unless the insured person is temporarily residing there;
- d) theft of trailers, campers, watercraft, including furnishings, equipment and outboard motors, away from the residence premises; or
- e) theft from that part of the residence premises rented by you to other than an insured person.

16. Breakage of glass, meaning damage to covered personal property caused by breakage of glass constituting a part of any building structure on the residence premises.

This does not include damage to the glass.

Losses We Do Not Cover Under Coverages A, B and C:

A. Under Dwelling Protection—Coverage A, Other Structures Protection—Coverage B or Personal Property Protection—Coverage C of this policy, we do not cover any loss which consists of, is caused by, or would not have occurred but for, one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of: a) the cause or source of the excluded event, peril or condition; b) any other causes contributing concurrently or in any sequence with the excluded event, peril or condition to produce the loss; or c) whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces.

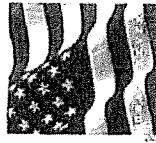
12. Weather Conditions that contribute in any way with an event, peril or condition excluded under Losses

We Do Not Cover Under Coverages A, B and C to produce a loss

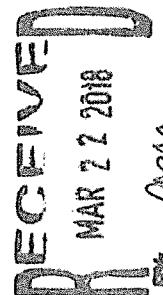
D. Under Dwelling Protection—Coverage A, Other Structures Protection—Coverage B or Personal Property Protection—Coverage C of this policy, we do not cover any loss consisting of or caused by one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces.



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Cesar Tijerina
2214 N. Lincoln Ave
San Juan, TX 78589



Arguello Law Firm
1110 NASA Parkway Suite
620
Houston, TX 77058

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**National Catastrophe Team****Allstate.**

You're in good hands.

P.O. Box 672041
 Dallas, Texas 75267
 Phone: (800) 547-8676
 Fax: (877) 292-9527

Insured: LORENA TIJERINA
 Property: 2214 N LINCOLN AVE
 SAN JUAN, TX 78589-4113
 Home: 2214 N LINCOLN AVE
 SAN JUAN, TX 78589-4113

Cell: (956) 225-3042
 E-mail: TIJERINA340@GMAIL.COM

Claim Rep.: Todd Curtis

Business: (800) 547-8676

Estimator: Todd Curtis

Business: (800) 547-8676

Claim Number: 0477318380

Policy Number: 000829964227

Type of Loss: Hail

Date of Loss: 4/29/2017 3:00 PM
 Date Inspected:

Date Received: 10/4/2017 8:28 AM
 Date Entered: 10/4/2017 2:18 PM

Price List: TXMC8X_OCT17
 Restoration/Service/Remodel
 Estimate: LORENA TIJERINA

Allstate is dedicated to providing you with outstanding service throughout the claim-handling process. If you have any questions regarding this estimate, or if there are differences with the estimate provided by your repair person of choice, or if additional damage is found during the repair process, please contact us at (800) 547-8676.

Thank you,
 Todd Curtis

LORENA TIJERINA

10/22/2017

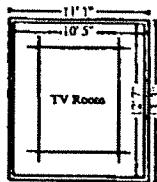
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EXHIBIT**2**

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**National Catastrophe Team**

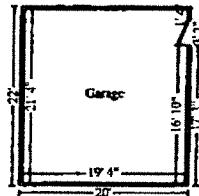
P.O. Box 672041
 Dallas, Texas 75267
 Phone: (800) 547-8676
 Fax: (877) 292-9527

LORENA_TIJERINA**Main Level****TV Room****Height: Tray**

739.83 SF Walls	186.08 SF Ceiling
925.91 SF Walls & Ceiling	131.08 SF Floor
14.56 SY Flooring	46.00 LF Floor Perimeter
46.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
1. Drywall tape joint/repair - per LF	4.00 LF	4.96	19.84	0/150 yrs Avg.		0%	(0.00)	19.84
2. Painter - per hour	0.50 HR	52.39	26.20	0/15 yrs Avg.		0%	(0.00)	26.20
Time to cut the paint bubble off the ceiling								
3. Texture drywall - smooth / skim coat	186.08 SF	0.84	156.31	0/150 yrs Avg.		0%	(0.00)	156.31
4. Texture drywall - machine	186.08 SF	0.32	59.55	0/150 yrs Avg.		0%	(0.00)	59.55
5. Seal/prime then paint the ceiling (2 coats)	186.08 SF	0.72	133.98	0/15 yrs Avg.		0%	(0.00)	133.98
6. Paint the ceiling - one coat	186.08 SF	0.49	91.18	0/15 yrs Avg.		0%	(0.00)	91.18
7. Content Manipulation charge - per hour	1.00 HR	26.14	26.14	0/NA Avg.		0%	(0.00)	26.14
8. Mask wall - plastic, paper, tape (per LF)	46.00 LF	0.91	41.86	0/150 yrs Avg.		0%	(0.00)	41.86
9. Floor protection - plastic and tape - 10 mil	131.08 SF	0.23	30.15	0/15 yrs Avg.		0%	(0.00)	30.15
10. Light fixture - Detach & reset - Large	1.00 EA	64.19	64.19	0/NA Avg.		0%	(0.00)	64.19
11. Painter - per hour	2.00 HR	52.39	104.78	0/15 yrs Avg.		0%	(0.00)	104.78
extra time from high ceiling								

Totals: TV Room	754.18	0.00	754.18
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**Garage****Height: 8'**

628.50 SF Walls	412.44 SF Ceiling
1040.94 SF Walls & Ceiling	412.44 SF Floor
45.83 SY Flooring	78.17 LF Floor Perimeter
81.33 LF Ceil. Perimeter	

Door**3' 2" X 7'****Opens into Exterior**

DESCRIPTION	QUANTITY	UNIT	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
12. Painter - per hour	0.50 HR	52.39	26.20	0/15 yrs Avg.		0%	(0.00)	26.20
Time to cut the paint bubble off the ceiling								
13. Texture drywall - smooth / skim coat	148.50 SF	0.84	124.74	0/150 yrs Avg.		0%	(0.00)	124.74
14. Texture drywall - machine	148.50 SF	0.32	47.52	0/150 yrs Avg.		0%	(0.00)	47.52
15. Seal/prime then paint the surface area (2 coats)	148.50 SF	0.72	106.92	0/15 yrs Avg.		0%	(0.00)	106.92
16. Paint the surface area - one coat	148.50 SF	0.49	72.77	0/15 yrs Avg.		0%	(0.00)	72.77
17. Content Manipulation charge - per hour	0.50 HR	26.14	13.07	0/NA Avg.		0%	(0.00)	13.07



National Catastrophe Team

P.O. Box 672041
 Dallas, Texas 75267
 Phone: (800) 547-8676
 Fax: (877) 292-9527

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CONTINUED - Garage

DESCRIPTION	QUANTITY	UNIT	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
Totals: Garage			391.22				0.00	391.22
Totals: Main Level			1,145.40				0.00	1,145.40

Debris Removal

DESCRIPTION	QUANTITY	UNIT	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
18. Haul debris - per pickup truck load - including dump fees	0.25 EA	100.06	25.02	0/NA	Avg.	NA	(0.00)	25.02
Totals: Debris Removal			25.02				0.00	25.02

Labor Minimums Applied

DESCRIPTION	QUANTITY	UNIT	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
19. Electrical labor minimum*	1.00 EA	113.09	113.09	0/NA	Avg.	0%	(0.00)	113.09
Totals: Labor Minimums Applied			113.09				0.00	113.09
Line Item Totals: LORENA_TUERINA			1,283.51				0.00	1,283.51

[%] - Indicates that depreciate by percent was used for this item

[M] - Indicates that the depreciation percentage was limited by the maximum allowable depreciation for this item

Grand Total Areas:

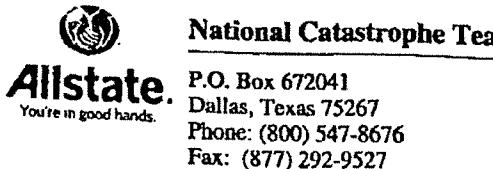
1,368.33 SF Walls	598.52 SF Ceiling	1,966.85 SF Walls and Ceiling
543.52 SF Floor	60.39 SY Flooring	124.17 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	127.33 LF Ceil. Perimeter
543.52 Floor Area	586.85 Total Area	1,368.33 Interior Wall Area
1,565.22 Exterior Wall Area	132.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

LORENA_TUERINA

10/22/2017

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**Summary for
 AA-Dwelling
 Summary for All Items**

Line Item Total	1,283.51
Material Sales Tax	11.92
Replacement Cost Value	\$1,295.43
Less Non-recoverable Depreciation	<0.00>
Actual Cash Value	\$1,295.43
Less Deductible	(1,295.43)
Net Claim	\$0.00

Todd Curtis

Depending upon the circumstances of your loss, our estimate may or may not include an amount for general contractor's overhead and profit. If you have questions regarding general contractor's overhead and profit and whether the services of a general contractor are appropriate for your loss, please contact your claim representative before proceeding with repairs.

Specialized skill, licensing or certification may be needed of any contractor(s) that you retain, for instance, to identify the presence and nature of any potential contaminants, toxins, pollutants, or other hazards that may be encountered during the course of the work, or to utilize appropriate work practices and procedures during the course of the work. Check with your local or State public health or environmental agency regarding potential hazards, including contractor qualifications and other requirements. For your safety, it is prudent to avoid areas where damaged structures, materials or unknown substances may be present, and to not disturb such structures, material, or unknown substances until your contractors have inspected the work site. The suggestions above are provided only for your consideration. They in no way supplement, alter or modify your existing coverage. Your insurance policy is the legal contract that contains the terms and limitations of your coverage. If you have any concerns about the grade of flooring on your estimate, you may take advantage of a free service that will provide you with a more specific analysis. To use this option, please keep a 12" x 12" sample of your damaged flooring, and notify your Allstate adjuster that you would like the additional analysis.

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CESAR AND LORENA G TIJERINA JR
2214 N LINCOLN AVE
SAN JUAN TX 785894113

October 26, 2017

INSURED: LORENA TIJERINA
DATE OF LOSS: April 29, 2017
CLAIM NUMBER: 0477318380 PTC

PHONE NUMBER: 800-641-5313
FAX NUMBER: 866-222-0411
OFFICE HOURS:

Re: Your Claim Status

Dear CESAR AND LORENA G TIJERINA JR,

As part of your claim that resulted from hail, you have requested Allstate Vehicle and Property Insurance Company to provide coverage for your damage. Our investigation revealed that there was no storm related damage to the flooring, no hail or wind damage was observed to roof and window damage was not storm related. Unfortunately, Allstate Vehicle and Property Insurance Company cannot provide coverage for these damages because of the following provision in your Allstate Vehicle and Property Insurance Company policy:

TX AVPIC HOUSE AND HOME POLICY AVP91-00

Section I—Your Property

Losses We Cover Under Coverages A, B and C:

We will cover sudden and accidental direct physical loss to the property described in Dwelling Protection—Coverage A, Other Structures Protection—Coverage B or Personal Property Protection—Coverage C caused by the following, except as limited or excluded in this policy:

1. Fire or lightning.
2. Windstorm or hail.

We do not cover:

- a) loss to covered property inside a building structure, caused by rain, snow, sleet, sand or dust unless the wind or hail first damages the roof or walls and the wind forces rain, snow, sleet, sand or dust through the damaged roof or wall;
- b) loss to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed building structure. However, we do cover canoes and rowboats on the residence premises.

3. Explosion.
4. Riot or civil commotion, including pillage and looting during, and at the site of, the riot or civil commotion.
5. Aircraft, including self-propelled missiles and spacecraft.

0477318380 PTC

4000020171026TR007000184001002000275



EXHIBIT

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P. 1

* * * Communication Result Report (Sep. 10, 2018 4:01PM) * * *

2)

Date/Time: Sep. 10, 2018 4:00PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
6764 Memory TX	8772929527	P. 1	OK	

Reason for error

E. 1) Hang up or line fail
E. 3) No answer/
E. 5) Exceeded max. E-mail size

E. 2) Busy
E. 4) No facsimile connection

Arguello
Lorena Arguello
David Blanks
David Chalcoff
Aldrin Diaz



Moira Pichot - Suite 610
Houston, Texas 77002
D: 281.834.3566
F: 281.831.3566

Arguello Law Firm

September 10, 2018

PER FIRST CLASS MAIL
AND FAX/TELEFAX (877) 292-9527
ALLSTATB
Attn: Claims Department
P.O. Box 672041
Dallas, TX 75267

Re: Insured:
Insured's Property Address:
Claim No.:
Policy No.:
Date of Loss:

Cesar & Lorena Tijerina
2214 N Lincoln Ave., San Juan, TX 78589
047319380
000829964227
04/29/2017

To Whom It May Concern:

Our clients, Cesar & Lorena Tijerina (herein "clients"), strongly disagrees with your determination regarding the value of their covered damages. Pursuant to the relevant provisions of our clients' insurance policy, our clients hereby request appraisal to determine the proper payment owed for the claim and designate as their appraiser:

Jose Gomez
708 Morello St., Ste. E.
Pharr, Texas 78577
Tel: (956)854-4124
E-mail: mcallenadjudiclog@gmail.com

Please provide the name of your appraiser within the time allotted in the appraisal provision in question.
Thank you for your cooperation with this matter.

Sincerely,

Martin Arguello
Martin Arguello
Attorney at Law

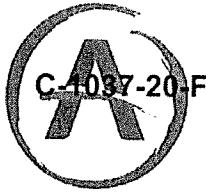
CC: Jose Gomez
708 Morello St., Ste. E.
Pharr, Texas 78577
Tel: (956)854-4124
E-mail: mcallenadjudiclog@gmail.com

Attacks are licensed to (Name) (Address) (Phone) and (Address) as indicated above

EXHIBIT

4

Andres Arguello^T
Martin A. Arguello^T
Daniel Blucher^T
David Christoffel^{T,OK,A*}
Adrian Dunning^{T,AL*}



1110 Nasa Parkway • Suite 620
Houston, Texas 77058
O: 281.884.3960
F: 281.884.3961

Arguello Law Firm

September 10, 2018

VIA FIRST CLASS MAIL
AND FACSIMILE (877) 292-9527

ALLSTATE
Attn.: Claims Department
P.O. Box 672041
Dallas, TX 75267

Re: Insureds:	Cesar & Lorena Tijerina
Insureds' Property Address:	2214 N Lincoln Ave., San Juan, TX 78589
Claim No.:	0477318380
Policy No.:	000829964227
Date of Loss:	04/29/2017

To Whom It May Concern:

Our clients, **Cesar & Lorena Tijerina** (herein "clients"), strongly disagrees with your determination regarding the value of their covered damages. Pursuant to the relevant provisions of our clients' insurance policy, our clients hereby request appraisal to determine the proper payment owed for the claim and designates as their appraiser:

Jose Gamez
708 Mozelle St., Ste. E.
Pharr, Texas 78577
Tel: (956)854-4124
E-mail: mcallenadjusting@gmail.com

Please provide the name of your appraiser within the time allotted in the appraisal provision in question. Thank you for your cooperation with this matter.

Sincerely,

/s/ Martin Arguello
Martin Arguello
Attorney at Law

CC: **Jose Gamez**
708 Mozelle St., Ste. E.
Pharr, Texas 78577
Tel: (956)854-4124
E-mail: mcallenadjusting@gmail.com

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P. 1

* * * Communication Result Report (Oct. 26, 2018 8:29AM) * * *

2}

Date/Time: Oct. 26, 2018 8:05AM

File No. Mode	Destination	Pg (s)	Result	Page Not Sent
6867 Memory TX	8003076061	P. 14	E-2) 2) 2) 2) 2)	P. 1-14

Reason for error

- E. 1) Hangup or line fail
- E. 3) No answer
- E. 5) Exceeded max. E-mail size

- E. 2) Busy
- E. 4) No facsimile connection

Andrea Arguello
Martin A. Arguello
David Bledsoe
David Chiarotto
Adam Dusick



1000 Main Parkway • Suite 600
Houston, Texas 77056
Office: 281.881.3950
Fax: 281.884.3761

Arguello Law Firm

October 25, 2018

VIA FIRST CLASS MAIL
AND FAX/EMAIL (800) 307-6061
ALLSTATE
Catastrophic Refusal Office
Attention: Darrell Adams
P.O. Box 672011
Dallas, TX 75261

Re: Insured: Cesar & Lorena Tijerina
Insured's Property Address: 2214 N Lincoln Ave., San Juan, TX 78589
Claim No.: 0477318380
Policy No.: 000829964227
Date of Loss: 04/29/2017

Dear Mr. Darrell Adams:

Thank you for your letter of October 1st, 2018. Attached please find an estimate supporting our demand for appraisal. Our clients, Cesar & Lorena Tijerina (herein "clients"), strongly disagree with your determination regarding the value of their covered damages. Pursuant to the relevant provisions of our clients' insurance policy, our clients hereby request appraisal to determine the proper payment owed for the claim and designates as their appraiser:

Jose Guzman
708 Mozzelle St., Ste. B.
Pharr, Texas 78577
Tel: (956)854-4124
E-mail: meallenadjustice@gmail.com

Please provide the name of your appraiser within the time allotted in the appraisal provision in question.
Thank you for your cooperation with this matter.

Sincerely,

/s/ Martin Arguello
Martin Arguello
Attorney at Law

Attestation is made in (Texas, (G) phone, (A) facsimile (A) email as indicated above)

EXHIBIT

5

P. 1

* * * Communication Result Report (Oct. 25, 2018 4:23PM) * * *

C-1037-20-F

1)

Date/Time: Oct. 25, 2018 3:58PM

File No. Mode	Destination	Pg (s)	Result	Page Not Sent
6864 Memory TX	18003076061	P. 14	E-2) 2) 2) 2) 2)	P. 1-14

Reason for error

- E. 1) Hang up or line fail
- E. 3) No answer
- E. 5) Exceeded max. E-mail size

- E. 2) Busy
- E. 4) No facsimile connection

Andrea Arguello¹
Marta A. Arguello²
David Barber³
David Christensen⁴
Atria Dauding⁵



1119 Main Parkway • Suite 620
Houston, Texas 77058
Or 281.651.3550
Fax 281.651.3551

Arguello Law Firm

October 25, 2018

VIA FIRST CLASS MAIL
AND FAXIMILE (800) 307-0061

ALLSTATE
Calostrophe Referral Office
Attention: Darrell Adams
P.O. Box 67041
Dallas, TX 75267

To: Insured:
Insured's Property Address:
Claim No.:
Policy No.:
Date of Loss:

Cesar & Lorena Tijerina
2214 N Lincoln Ave., San Juan, TX 78589
0477318380
000829964227
04/29/2017

Dear Mr. Darrell Adams:

Thank you for your letter of October 1st, 2018. Attached please find an estimate supporting our demand for appraisal. Our clients, Cesar & Lorena Tijerina (herein "clients"), strongly disagree with your determination regarding the value of their covered damages. Pursuant to the relevant provisions of our clients' insurance policy, our clients hereby request appraisal to determine the proper payment owed for the claim and designate us as their appraiser:

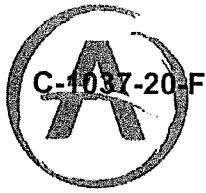
Jose Gaxias
708 Muzelle St., Ste. B.
Pharr, Texas 78577
Tel: (956)854-4124
E-mail: mattelena@juslinc.com

Please provide the name of your appraiser within the time allotted in the appraisal provision in question.
Thank you for your cooperation with this matter.

Sincerely,

/s/ Martin Arguello
Martin Arguello
Attorney at Law

Andres Arguello¹
Martin A. Arguello²
Daniel Blucher³
David Christoffel^{1,2,3,4}
Adrian Dunning^{1,4}



1110 Nasa Parkway • Suite 620
Houston, Texas 77058
O: 281.884.3960
F: 281.884.3961

Arguello Law Firm

October 25, 2018

VIA FIRST CLASS MAIL
AND FACSIMILE (800) 307-6061

ALLSTATE
Catastrophe Referral Office
Attention: Darrell Adams
P.O. Box 672041
Dallas, TX 75267

Re: Insureds: Cesar & Lorena Tijerina
Insureds' Property Address: 2214 N Lincoln Ave., San Juan, TX 78589
Claim No.: 0477318380
Policy No.: 000829964227
Date of Loss: 04/29/2017

Dear Mr. Darrell Adams:

Thank you for your letter of October 1st, 2018. Attached please find an estimate supporting our demand for appraisal. Our clients, **Cesar & Lorena Tijerina** (herein "clients"), strongly disagree with your determination regarding the value of their covered damages. Pursuant to the relevant provisions of our clients' insurance policy, our clients hereby re-request appraisal to determine the proper payment owed for the claim and designates as their appraiser:

Jose Gamez
708 Mozelle St., Ste. E.
Pharr, Texas 78577
Tel: (956)854-4124
E-mail: mcalenadjusting@gmail.com

Please provide the name of your appraiser within the time allotted in the appraisal provision in question. Thank you for your cooperation with this matter.

Sincerely,

/s/ Martin Arguello
Martin Arguello
Attorney at Law

Page 2 of 2

C-1037-20-F

CC: **Jose Gamez**
708 Mozelle St., Ste. E.
Pharr, Texas 78577
Tel: (956)854-4124
E-mail: mcallenadjusting@gmail.com

C-1037-20-F

Apex Adjusting

Mission, TX 78574

Insured: TIJERINA, LORENA
Property: 2214 N LINCOLN AVE
SAN JUAN , TX 78589

Claim Number: 04477318380 **Policy Number:** 000829964227 **Type of Loss:** Hail

Date of Loss: 4/29/2017 Date Received: 5/1/2017
Date Inspected: Date Entered: 5/8/2018 7:33 AM

Price List: TXMC8X_MAR18
Estimate: Restoration/Service/Remodel
2018-03-08-0733

This estimate report has been prepared to the best of our knowledge with the understanding that there is possibility of errors and/or omissions. Apex Adjusting and/or estimators, reserves the right to amend this estimate as needed for market and/or unit cost changes. This estimate is designed to provide comparative pricing information for restoration, service and remodel of subject property in accordance with all the standards of compliance set forth by the local and international building codes. Any additional findings including, but not limited to, hidden damages or additional damages that were not seen at the time of estimate, will be amended and processed by Change Order Format. No warranties on price, cost, errors, omissions, and/or liability can be assumed by Apex Adjusting and/or estimators.

C-1037-20-F

Apex Adjusting

Mission, TX 78574

2018-03-08-0733

Roof

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Remove Laminated - comp. shingle rfg. - w/out felt	30.31 SQ @	49.11 =	1,488.52
2. Laminated - comp. shingle rfg. - w/out felt	35.00 SQ @	159.62 =	5,586.70
3. Remove Additional charge for steep roof - 7/12 to 9/12 slope	30.31 SQ @	9.00 =	272.79
4. Additional charge for steep roof - 7/12 to 9/12 slope	34.86 SQ @	26.30 =	916.82
5. R&R Ridge cap - composition shingles	248.00 LF @	4.05 =	1,004.40
6. Roofing felt - 30 lb.	34.86 SQ @	23.17 =	807.71
7. Asphalt starter - universal starter course	263.00 LF @	1.41 =	370.83
8. R&R Drip edge	263.00 LF @	1.72 =	452.36
9. R&R Valley metal	140.00 LF @	3.95 =	553.00
10. R&R Flashing - pipe jack	8.00 EA @	31.10 =	248.80
11. R&R Roof vent - turtle type - Metal	1.00 EA @	44.57 =	44.57
12. R&R Continuous ridge vent - aluminum	35.00 LF @	6.43 =	225.05

Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
13. Clean fascia	263.00 LF @	0.47 =	123.61
14. Prime & paint exterior fascia - wood, 6"- 8" wide	263.00 LF @	1.52 =	399.76
15. Clean trim - wood	263.00 LF @	0.24 =	63.12
16. Seal & paint trim - two coats	263.00 LF @	1.02 =	268.26
17. R&R Soffit - wood	3.00 SF @	4.65 =	13.95
18. Clean soffit - wood	260.00 SF @	0.27 =	70.20
19. Prime & paint exterior soffit - wood	263.00 SF @	1.60 =	420.80
20. R&R Vinyl window, single hung, 9-12 sf	1.00 EA @	197.89 =	197.89
21. R&R Window screen, 10 - 16 SF	7.00 EA @	46.79 =	327.53
22. R&R Central air - condenser unit - 3 ton - up to 13 SEER	1.00 EA @	1,678.31 =	1,678.31
23. R&R Storage shed - Metal - Gable type - 8' x 6'	1.00 EA @	713.98 =	713.98
24. Exterior light fixture - Detach & reset	2.00 EA @	58.49 =	116.98
25. Exterior outlet or switch - Detach & reset	1.00 EA @	20.48 =	20.48
26. Content Manipulation charge - per hour	2.00 HR @	26.14 =	52.28
27. R&R Exterior door - metal - insulated / wood - High grade	1.00 EA @	464.21 =	464.21
28. Door lockset & deadbolt - exterior - Detach & reset	1.00 EA @	20.92 =	20.92

TV Room

LxWxH 12' 5" x 10' 4" x 17' 10"

DESCRIPTION	QTY	UNIT PRICE	TOTAL
29. R&R Blown-in insulation - 8" depth - R19	128.31 SF @	1.06 =	136.01

2018-03-08-0733

3/8/2018

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Apex Adjusting

Mission, TX 78574

CONTINUED - TV Room

DESCRIPTION	QTY	UNIT PRICE	TOTAL
30. R&R 1/2" drywall - hung, taped, floated, ready for paint	128.31 SF @	1.84 =	236.09
31. Mask and prep for paint - plastic, paper, tape (per LF)	45.50 LF @	1.01 =	45.96
32. Texture drywall - machine	128.31 SF @	0.31 =	39.78
33. Seal ceiling w/PVA primer - one coat	128.31 SF @	0.42 =	53.89
34. Paint the walls and ceiling - two coats	939.72 SF @	0.71 =	667.20
35. Heat/AC register - Mechanically attached - Detach & reset	2.00 EA @	11.01 =	22.02
36. Outlet or switch - Detach & reset	6.00 EA @	14.13 =	84.78
37. Content Manipulation charge - per hour	2.00 HR @	26.14 =	52.28
38. Floor protection - plastic and tape - 10 mil	128.31 SF @	0.23 =	29.51
39. Apply anti-microbial agent	128.31 SF @	0.24 =	30.79
40. Clean floor - tile	128.31 SF @	0.43 =	55.17
41. Chandelier - crystal or oversized - Detach & reset	1.00 EA @	294.26 =	294.26
42. Window blind - horizontal or vertical - Detach & reset	1.00 EA @	22.39 =	22.39
43. R&R Window blind - fabric/woven - 7.1 to 14 SF	1.00 EA @	111.14 =	111.14
44. R&R Window sill - stain grade	6.00 LF @	2.94 =	17.64

Master Bedroom

LxWxH 14' 11" x 12' 11" x 10' 9"

Missing Wall - Goes to Floor	(2) 2' 6" X 6' 8"	Opens into Exterior	
DESCRIPTION	QTY	UNIT PRICE	TOTAL
45. R&R Blown-in insulation - 8" depth - R19	192.67 SF @	1.06 =	204.23
46. R&R 1/2" drywall - hung, taped, floated, ready for paint	192.67 SF @	1.84 =	354.51
47. Mask and prep for paint - plastic, paper, tape (per LF)	55.67 LF @	1.01 =	56.23
48. Texture drywall - machine	192.67 SF @	0.31 =	59.73
49. Seal ceiling w/PVA primer - one coat	192.67 SF @	0.42 =	80.92
50. Paint the walls and ceiling - two coats	757.76 SF @	0.71 =	538.01
51. Ceiling fan - Detach & reset	1.00 EA @	140.28 =	140.28
52. Heat/AC register - Mechanically attached - Detach & reset	2.00 EA @	11.01 =	22.02
53. Outlet or switch - Detach & reset	8.00 EA @	14.13 =	113.04
54. Content Manipulation charge - per hour	3.00 HR @	26.14 =	78.42
55. Floor protection - plastic and tape - 10 mil	192.67 SF @	0.23 =	44.31
56. Apply anti-microbial agent	192.67 SF @	0.24 =	46.24
57. Clean floor - tile	192.67 SF @	0.43 =	82.85
58. Recessed light fixture - Detach & reset entire unit	4.00 EA @	82.58 =	330.32
59. Window drapery - hardware - Detach & reset	3.00 EA @	22.39 =	67.17
60. Window blind - horizontal or vertical - Detach & reset	3.00 EA @	22.39 =	67.17

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Apex Adjusting

Mission, TX 78574

CONTINUED - Master Bedroom

DESCRIPTION	QTY	UNIT PRICE	TOTAL
61. R&R Window sill - stain grade	9.00 LF @	2.94 =	26.46

Master Closet

LxWxH 6' 6" x 5' 8" x 8'

Missing Wall - Goes to Floor 2' 6" X 6' 8" Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
62. R&R Blown-in insulation - 8" depth - R19	36.83 SF @	1.06 =	39.04
63. R&R 1/2" drywall - hung, taped, floated, ready for paint	36.83 SF @	1.84 =	67.76
64. Mask and prep for paint - plastic, paper, tape (per LF)	24.33 LF @	1.01 =	24.57
65. Texture drywall - machine	36.83 SF @	0.31 =	11.42
66. Seal ceiling w/PVA primer - one coat	36.83 SF @	0.42 =	15.47
67. Paint the walls and ceiling - two coats	214.83 SF @	0.71 =	152.53
68. Light fixture - Detach & reset	1.00 EA @	39.39 =	39.39
69. Heat/AC register - Mechanically attached - Detach & reset	1.00 EA @	11.01 =	11.01
70. Outlet or switch - Detach & reset	1.00 EA @	14.13 =	14.13
71. Content Manipulation charge - per hour	1.00 HR @	26.14 =	26.14
72. Floor protection - plastic and tape - 10 mil	36.83 SF @	0.23 =	8.47
73. Apply anti-microbial agent	36.83 SF @	0.24 =	8.84
74. Clean floor - tile	36.83 SF @	0.43 =	15.84
75. Closet shelf and rod package - Detach & reset	6.00 LF @	9.03 =	54.18

Garage

LxWxH 21' 3" x 19' 4" x 8' 4"

Missing Wall - Goes to Floor 12' X 7' Opens into Exterior
Missing Wall - Goes to Floor 2' 6" X 6' 8" Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
76. R&R Blown-in insulation - 8" depth - R19	410.83 SF @	1.06 =	435.48
77. R&R 1/2" drywall - hung, taped, floated, ready for paint	410.83 SF @	1.84 =	755.92
78. Mask and prep for paint - plastic, paper, tape (per LF)	81.17 LF @	1.01 =	81.98
79. Texture drywall - machine	410.83 SF @	0.31 =	127.36
80. Seal ceiling w/PVA primer - one coat	410.83 SF @	0.42 =	172.55
81. Paint the walls and ceiling - two coats	986.56 SF @	0.71 =	700.46
82. Fluorescent light fixture - 2' & 4' - Detach & reset	2.00 EA @	57.18 =	114.36

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Apex Adjusting

Mission, TX 78574

CONTINUED - Garage

DESCRIPTION	QTY	UNIT PRICE	TOTAL
83. Outlet or switch - Detach & reset	5.00 EA @	14.13 =	70.65
84. Content Manipulation charge - per hour	3.00 HR @	26.14 =	78.42
85. Floor protection - plastic and tape - 10 mil	410.83 SF @	0.23 =	94.49
86. Apply anti-microbial agent	410.83 SF @	0.24 =	98.60
87. Clean floor - tile	410.83 SF @	0.43 =	176.66
88. Overhead (garage) door opener - Detach & reset	1.00 EA @	103.93 =	103.93
89. Overhead door - Detach & reset - Large	1.00 EA @	226.55 =	226.55

Daughters Room

DESCRIPTION	QTY	UNIT PRICE	TOTAL
90. Content Manipulation charge - per hour	1.00 HR @	26.14 =	26.14
91. Floor protection - plastic and tape - 10 mil	60.00 SF @	0.23 =	13.80
92. Apply anti-microbial agent	60.00 SF @	0.24 =	14.40
93. Clean floor - tile	60.00 SF @	0.43 =	25.80
94. Window drapery - hardware - Detach & reset	1.00 EA @	22.39 =	22.39
95. Window blind - horizontal or vertical - Detach & reset	1.00 EA @	22.39 =	22.39
96. R&R Window sill - stain grade	6.00 LF @	2.94 =	17.64

General

DESCRIPTION	QTY	UNIT PRICE	TOTAL
97. Dumpster load - Approx. 40 yards, 7-8 tons of debris	1.00 EA @	625.00 =	625.00
98. Residential Supervision / Project Management - per hour	40.00 HR @	50.31 =	2,012.40
99. General clean - up	40.00 HR @	30.47 =	1,218.80
100. Temporary toilet - Minimum rental charge	1.00 MO @	101.24 =	101.24
101. Taxes, insurance, permits & fees (Bid Item)	1.00 EA @	290.00 =	290.00
102. Warning sign, 4' x 4' on a 6' post (per day)	5.00 DA @	2.36 =	11.80
103. HVAC Technician - per hour	8.00 HR @	80.00 =	640.00

Labor Minimums Applied

C-1037-20-F

Apex Adjusting

Mission, TX 78574

DESCRIPTION	QTY	UNIT PRICE	TOTAL
104. Finish carpentry labor minimum	1.00 EA @	49.57 =	49.57
105. Window labor minimum	1.00 EA @	36.16 =	36.16
106. Siding labor minimum	1.00 EA @	203.16 =	203.16
107. Door labor minimum	1.00 EA @	58.23 =	58.23
108. Finish hardware labor minimum	1.00 EA @	81.24 =	81.24

Grand Total Areas:

2,130.22 SF Walls	768.65 SF Ceiling	2,898.87 SF Walls and Ceiling
768.65 SF Floor	85.41 SY Flooring	184.67 LF Floor Perimeter
610.87 SF Long Wall	529.58 SF Short Wall	206.67 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Coverage	Item Total	%	ACV Total	%
Dwelling	29,617.03	97.65%	36,347.46	97.60%
Other Structures	713.98	2.35%	895.44	2.40%
Contents	0.00	0.00%	0.00	0.00%
Total	30,331.01	100.00%	37,242.90	100.00%

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Apex Adjusting

Mission, TX 78574

Summary for Dwelling

Line Item Total	29,617.03
Material Sales Tax	672.39
Subtotal	30,289.42
Overhead	3,029.02
Profit	3,029.02
Replacement Cost Value	\$36,347.46
Net Claim	\$36,347.46

Alexander Sanchez Lic# 2088290

C-1037-20-F

Apex Adjusting

Mission, TX 78574

Summary for Other Structures

Line Item Total	713.98
Material Sales Tax	32.22
Subtotal	746.20
Overhead	74.62
Profit	74.62
Replacement Cost Value	\$895.44
Net Claim	\$895.44

Alexander Sanchez Lic# 2088290

C-1037-20-F

Apex Adjusting

Mission, TX 78574

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (8.25%)	Manuf. Home Tax (5%)
Line Items	3,103.64	3,103.64	704.61	0.00
Total	3,103.64	3,103.64	704.61	0.00

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Apex Adjusting

Mission, TX 78574

Recap by Room

Estimate: 2018-03-08-0733

Roof				
Coverage: Dwelling	100.00% =	11,971.55	39.47%	
Exterior		11,971.55		
Coverage: Dwelling	85.58% =	4,238.30		
Coverage: Other Structures	14.42% =	713.98		
TV Room		1,898.91	6.26%	
Coverage: Dwelling	100.00% =	1,898.91		
Master Bedroom		2,311.91	7.62%	
Coverage: Dwelling	100.00% =	2,311.91		
Master Closet		488.79	1.61%	
Coverage: Dwelling	100.00% =	488.79		
Garage		3,237.41	10.67%	
Coverage: Dwelling	100.00% =	3,237.41		
Daughters Room		142.56	0.47%	
Coverage: Dwelling	100.00% =	142.56		
General		4,899.24	16.15%	
Coverage: Dwelling	100.00% =	4,899.24		
Labor Minimums Applied		428.36	1.41%	
Coverage: Dwelling	100.00% =	428.36		
<hr/>				
Subtotal of Areas		30,331.01	100.00%	
Coverage: Dwelling	97.65% =	29,617.03		
Coverage: Other Structures	2.35% =	713.98		
<hr/>				
Total		30,331.01	100.00%	

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Apex Adjusting

Mission, TX 78574

Recap by Category

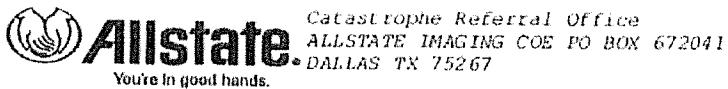
O&P Items		Total	%
CLEANING			
Coverage: Dwelling	@ 100.00% =	1,832.05	4.92%
		1,832.05	
CONTENT MANIPULATION		313.68	0.84%
Coverage: Dwelling	@ 100.00% =	313.68	
		313.68	
GENERAL DEMOLITION		3,702.84	9.94%
Coverage: Dwelling	@ 97.38% =	3,605.76	
Coverage: Other Structures	@ 2.62% =	97.08	
DOORS		839.04	2.25%
Coverage: Dwelling	@ 100.00% =	839.04	
		839.04	
DRYWALL		1,445.05	3.88%
Coverage: Dwelling	@ 100.00% =	1,445.05	
		1,445.05	
ELECTRICAL		303.08	0.81%
Coverage: Dwelling	@ 100.00% =	303.08	
		303.08	
Coverage: Dwelling	@ 100.00% =	290.00	0.78%
		290.00	
FINISH CARPENTRY / TRIMWORK		156.04	0.42%
Coverage: Dwelling	@ 100.00% =	156.04	
		156.04	
FINISH HARDWARE		102.16	0.27%
Coverage: Dwelling	@ 100.00% =	102.16	
		102.16	
HAZARDOUS MATERIAL REMEDIATION		198.87	0.53%
Coverage: Dwelling	@ 100.00% =	198.87	
		198.87	
HEAT, VENT & AIR CONDITIONING		2,346.48	6.30%
Coverage: Dwelling	@ 100.00% =	2,346.48	
		2,346.48	
INSULATION		438.12	1.18%
Coverage: Dwelling	@ 100.00% =	438.12	
		438.12	
LABOR ONLY		2,012.40	5.40%
Coverage: Dwelling	@ 100.00% =	2,012.40	
		2,012.40	
LIGHT FIXTURES		1,035.59	2.78%
Coverage: Dwelling	@ 100.00% =	1,035.59	
		1,035.59	
PAINTING		3,869.17	10.39%
Coverage: Dwelling	@ 100.00% =	3,869.17	
		3,869.17	
ROOFING		9,663.78	25.95%
Coverage: Dwelling	@ 100.00% =	9,663.78	
		9,663.78	
SDG		203.16	0.55%
Coverage: Dwelling	@ 100.00% =	203.16	
		203.16	
SOFFIT, FASCIA, & GUTTER		13.38	0.04%
Coverage: Dwelling	@ 100.00% =	13.38	
		13.38	
TEMPORARY REPAIRS		113.04	0.30%
Coverage: Dwelling	@ 100.00% =	113.04	
		113.04	
WINDOW REGLAZING & REPAIR		310.52	0.83%
Coverage: Dwelling	@ 100.00% =	310.52	
		310.52	
WINDOW TREATMENT		306.14	0.82%
Coverage: Dwelling	@ 100.00% =	306.14	
		306.14	

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Apex Adjusting

Mission, TX 78574

O&P Items			Total	%
WINDOWS - VINYL				
Coverage: Dwelling	@	100.00% =	183.36	0.49%
WDW			183.36	
Coverage: Dwelling	@	100.00% =	36.16	0.10%
EXTERIOR STRUCTURES			36.16	
Coverage: Other Structures	@	100.00% =	616.90	1.66%
O&P Items Subtotal			616.90	
Material Sales Tax				
Coverage: Dwelling	@	95.43% =	30,331.01	81.44%
Coverage: Other Structures	@	4.57% =	704.61	1.89%
Overhead			704.61	
Coverage: Dwelling	@	97.60% =	3,103.64	8.33%
Coverage: Other Structures	@	2.40% =	3,029.02	
Profit			74.62	
Coverage: Dwelling	@	97.60% =	74.62	8.33%
Coverage: Other Structures	@	2.40% =	3,029.02	
Total			74.62	
			37,242.90	100.00%



Arguello Law Firm
1110 NASA PKWY STE 620
HOUSTON TX 770583360

November 02, 2018

INSURED: LORENA TUERINA
DATE OF LOSS: April 29, 2017
CLAIM NUMBER: 0477318380 PLT

PHONE NUMBER: 800-724-6427
FAX NUMBER: 800-307-6061
OFFICE HOURS:

Dear Arguello Law Firm,

This will acknowledge receipt of your estimate of dispute 11/1/2018 in which you invoke the appraisal clause of your homeowner's policy. We agree to participate in the appraisal and handling of the appraisal request has been assigned to me so any correspondence in that regard can be directed to my attention.

Please be advised that you will need to comply with certain policy terms and conditions so that Allstate Vehicle and Property Insurance Company may evaluate the amount you are making claim for and complete its investigation into this matter. Allstate Vehicle and Property Insurance Company House and Home Primary Residence Provision provides the following.

8. Appraisal. If you and we fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand, each party shall select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire then an umpire will be appointed in the following manner:

a. You or we will request the American Arbitration Association (AAA) to select an umpire at:

American Arbitration Association
Case Filing Services
Attn: Allstate Texas Appraisal
1101 Laurel Oak Road Ste 100
Voorhees, New Jersey 08043
Email: casefiling@adr.org
(with subject matter as "Allstate Texas Appraisal")

b. Only if AAA advises you and us in writing that it cannot appoint an umpire may we then jointly request a judge of a district court in the judicial district where the residence premises is located to select an umpire. A judge of a district court does not include a commissioner or a judge of a county court at law, or a justice court, a municipal court, a probate court, or of a commissioner's court.

The appraisers shall then determine the amount of the loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to you and us, the amount agreed upon shall be the amount of the loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by any two will determine the amount of the loss. Each party will pay the appraiser it chooses, and equally bear expense for the umpire and all other appraisal expenses.

EXHIBIT

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0477318380 PLT

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If the appraisal process is initiated, the appraisal award shall be binding on you and us concerning the amount of the loss. We reserve the right to deny the appraisal award in part or in its entirety based upon the lack of coverage under the policy or failure to satisfy policy terms.

We appoint our Appraiser as: Sedgwick

Sedgwick has been provided with the name and contact information for your appraiser and will contact him in regard to inspecting the property and selecting an umpire, if necessary

Finally, please note that issues of coverage cannot be determined through the appraisal process. There may be other coverage limitations or policy exclusions that apply to the damages depending upon the findings of the appraisers. With respect to your claim, you are advised that Allstate Vehicle and Property Insurance Company reserves all rights and defenses which it has in conjunction with the policy numbered 000829964227. We further notify you that any activity on our part by way of investigation or settlement which we may undertake, or any defenses which we may undertake on your behalf arising out of any legal action or actions instituted against you, does not constitute a waiver of any of our rights.

We are reserving our right to later disclaim any obligation under the policy and assert a defense of no coverage under the policy if appropriate under the circumstances of your claim. We will avail ourselves of any other policy defenses which may arise.

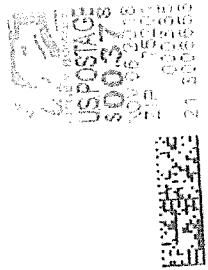
If you should have any questions or concerns, please feel free to call me at 847-667-8032
Email- cpmvg@allstate.com

Sincerely,

DARRELL ADAMS

DARRELL ADAMS
800-724-6427 Ext. 6678032
Allstate Vehicle and Property Insurance Company

C-1037-20-F



PRÉSORTÉE
FIRST CLASS

ESPACE
JARDINAGE
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Catastrophe Referral Office
2775 SANDERS RD
NORTHBROOK IL 60062
You're in good hands.



Arguello Law Firm
1110 NASA PKWY STE 620
HOUSTON TX 770583360

July 09, 2019

INSURED: LORENA TIJERINA
DATE OF LOSS: April 29, 2017
CLAIM NUMBER: 0477318380 PQD

PHONE NUMBER: 800-724-6427
FAX NUMBER: 866-447-4293
OFFICE HOURS:

Dear Arguello Law Firm,

The appraisal process has now been concluded on the above referenced claim. A check in the amount of \$16,330.95 that represents the net appraisal award will be mailed separately. Enclosed is a copy of the signed appraisal award and agreed estimate.

The following further explains the settlement:

	DWELLING
Appraisal Award RCV	\$19,786.48
Deductible	\$1,827.00
Prior Payments	\$0.00
Recoverable Depreciation	\$1,628.53
Non-Recoverable Depreciation	\$0.00
Net ACV Payment	\$16,330.95

Please be advised we will be issuing payment made payable to Cesar and Lorena G. Tijerina Jr. and Arguello Law Firm in the amount of \$16,330.95. Recoverable depreciation available for release in the amount of \$1,628.53 once work completed per the applicable policy provisions.

Recoverable depreciation is withheld until repairs are complete and a signed final invoice or certificate of completion has been submitted to Allstate. Your policy, in part, provides the following:

c) Building Structure Reimbursement. Under Dwelling Protection–Coverage A and Other Structures Protection–Coverage B, we will make additional payment to reimburse you for cost in excess of actual cash value if you repair, rebuild or replace damaged, destroyed or stolen covered property within 365 days after the loss unless you request in writing that this time limit be extended for an additional 180 days.

Building Structure Reimbursement will not exceed the smallest of the following amounts:

- 1) the replacement cost of the part(s) of the building structure(s) for equivalent construction for similar use on the same residence premises;
- 2) the amount actually and necessarily spent to repair or replace the damaged building structure(s) with equivalent construction for similar use on the same residence premises; or
- 3) the Limit Of Liability applicable to the building structure(s) as shown on the Policy Declarations for Dwelling Protection–Coverage or Other Structures Protection–Coverage B, regardless of the number of building structures and structures other than building structures involved in the loss.

If you replace the damaged building structure(s) at an address other than shown on the Policy Declarations through construction of a new structure or purchase of an existing structure, such replacement will not increase the amount payable

EXHIBIT

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0477318380 PQD

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under Building Structure Reimbursement described above. The amount payable under Building Structure Reimbursement described above does not include the value of any land as **C-1037-20-F** replacement structure(s).

Building Structure Reimbursement payment will be limited to the difference between any actual cash value payment made for the covered loss to building structures and the smallest of 1), 2) or 3) above.

Building Structure Reimbursement will not apply to:

- 1) property covered under Personal Property Protection-Coverage C;
- 2) property covered under Other Structures Protection-Coverage B that is not a building structure;
- 3) wall-to-wall carpeting, fences, awnings and outdoor antennas, whether or not fastened to a building structure; or
- 4) land.

Payment under a), b) or c) above will not include any increased cost due to the enforcement of building codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance, replacement, repair, relocation or demolition of building structures or other structures.

If you have any questions, you may contact me at the number below.

Sincerely,

QUEZON DEGUZMAN

QUEZON DEGUZMAN
800-724-6427 Ext. 6677761
Allstate Vehicle and Property Insurance Company

C-1037-20-F

RECEIVED
U.S. DISTRICT COURT
CLERK'S OFFICE
JUL 16 2010

Andres Arguello¹
Martin A. Arguello¹
Adrian Dunning^{1,AL*}



101 E Little York Rd • Suite D
Houston, Texas 77076
O: 281.884.3960
F: 281.884.3961

Arguello Law Firm

January 15, 2020

Chapter 542A Notice Letter

VIA FIRST CLASS MAIL

ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
Attn.: Claims Department
2775 Sanders Rd.
Northbrook, IL 60062

Re:	Insured:	Cesar & Lorena Tijerina
	Insured's Property Address:	2214 N Lincoln Ave., San Juan, TX 78589
	Claim No.:	0477318380
	Policy No.:	000829964227
	Date of Loss:	April 29, 2017

Dear Sir or Madam:

As you may be aware, on June 28, 2019, the Supreme Court of Texas issued an opinion that directly affects my client's rights under the law. *Barbara Technologies Corp. v. State Farm Lloyds* established that "[n]othing in the TPPCA would excuse an insurer from liability for TPPCA damages if it was liable under the terms of the policy but delayed payment beyond the applicable statutory deadline, regardless of use of the appraisal process." No. 17-0640, 2019 WL 2710089, at *9 (Tex. June 28, 2019).

On or about October 4, 2017, Allstate Vehicle and Property Insurance Company (herein "Allstate") received notice of the above-referenced claim. On October 22, 2017, Allstate issued its first estimate, and subsequently, on October 26, 2017, Allstate denied my client's their Policy benefits. On March 13, 2018, Allstate received notice that my clients retained my firm to represent them with this matter. Allstate did not request any information or documentation at that time. On September 10, 2018, my firm submitted a letter to Allstate requesting an appraisal to determine the proper payment owed for the claim. In response, Allstate requested an itemized estimate for repair of the covered damages. On October 25, 2018, my clients re-requested appraisal and attached an itemized estimate for repair of the covered damages.

EXHIBIT

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Attorneys Licensed in (T)exas and (A)labama as Indicated Above

(* of Counsel

101 E Little York Road, Suite D, Houston, Texas, 77076

www.DefyOppression.com • info@DefyOppression.com

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C-1037-20-F

On July 9, 2019, Allstate concluded the appraisal process, which yielded an appraisal award of \$19,786.48 (RCV) and \$16,330.95 (ACV) for Dwelling damage.

My client hereby requests payment under Chapter 542 of the Texas Insurance Code. Section 542.055 of the Texas Insurance Code establishes that: "Not later than the 15th day . . . the insurer shall: (1) acknowledge receipt of the claim; (2) commence any investigation of the claim; and (3) request from the claimant all items, statements, and forms that the insurer reasonably believes, at that time, will be required from the claimant." TEX. INS. CODE § 542.055(a)(1)-(3). Moreover, section 542.058 states that "Except as otherwise provided, if an insurer, after receiving all items, statements, and forms reasonably requested and required under Section 542.055, delays payment of the claim for a period exceeding the period specified by other applicable statutes or, if other statutes do not specify a period, for more than 60 days, the insurer shall pay damages and other items as provided by Section 542.060." TEX. INS. CODE § 542.058(a). When Chapter 542A applies, " if an insurer that is liable for a claim under an insurance policy is not in compliance with this subchapter, the insurer is liable to pay the holder of the policy, in addition to the amount of the claim, simple interest on the amount of the claim as damages each year at the rate determined on the date of judgment by adding five percent to the interest rate determined under Section 304.003, Finance Code, together with reasonable and necessary attorney's fees. Nothing in this subsection prevents the award of prejudgment interest on the amount of the claim, as provided by law. Interest awarded under this subsection as damages accrues beginning on the date the claim was required to be paid." TEX. INS. CODE § 542.060(c).

Allstate's investigation of this claim concluded when it issued its first estimate on October 22, 2017. No payments were made for Dwelling damage in the following 60 days. The non-payment represents an underpayment of the claim in the amount of \$16,330.95, in accordance with the appraisal award and the deductible under the above-referenced policy. On July 9, 2019, 721 days after it began accruing penalties and interest, Allstate issued payment in the amount of \$16,330.95. On the day of Allstate's payment, Allstate owed \$5,806.65 [(\$16,330.95 x .1025) x 609 days/365 days] in 10.25% per annum penalties under Chapter 542A of the Texas Insurance Code and \$1,774.25 [(\$16,330.95 x .055) x 609 days/365 days] in pre-judgment interest in accordance to the current rate of 5.5%.

In addition to the aforementioned penalties and interest, please review the pending items regarding this claim:

Building	
542 Penalty	\$ 2,792.92
Pre-judgment Interest	\$ 1,498.64
Attorney's Fees	\$ 7,907.95
Recoverable Depreciation	\$1,626.53
Total	\$13,826.04

Naturally, it is our desire to see this case resolved with as little conflict as possible. Towards that end, our offer is to settle for **\$13,826.04**. This offer includes our client's full and unconditional release of Allstate and others who may be liable under the Policy for all claims. This offer is intended as a complete and unconditional settlement of the case and is valid until March 21, 2020, at which time it expires by its own terms. Time is of the essence.

Once you have had an opportunity to review this letter, please call me so we can determine whether we can reach a litigation-free resolution to this matter. I thank you in advance for your time and consideration.

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Regards,



Martin Arguello
Attorney at Law